IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.1530 OF 2004
IN
WRIT PETITION NO.3345 OF 2002

Maharashtra General Kamgar Union ... Applicant/ org.Resp. No.1

V/s.

Johnson & Johnson Ltd. & Anr. ... Respondents

Mr.Amber Joshi for Applicant
Mr.S.M. Naik for Respondent No.1

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **SEPTEMBER 1, 2004**

P.C.:

. This Civil Application can be disposed of as the prayer clauses in the Civil Application have already been complied with.

2. Prayer clause (a) is in respect of depositing the full backwages which was the condition imposed at the time of admission of the Petition. According to the applicant, the amount paid is far less than the dues payable to the workman as backwages. The amounts claimed are towards overtime wages, night shift allowance, leave wages and fire fighting allowance. Prima facie, the allowances regarding overtime, night shift allowance and fire fighting allowance cannot be

made payable by way of backwages. This issue can be conveniently decided at the final hearing of the Writ Petition. However, leave wages must be deposited by the Petitioner i.e, the Respondent No.1 herein. The amount of leave wages shall be deposited by the Petitioner within four weeks from today.

Prayer clause (b) made by the applicant that Income Tax, Professional Tax and deductions towards the Provident Fund should be made from the backwages deposited cannot be accepted as the order of this Court was to deposit full backwages without any deductions.

Prayer clause (c) seeks a direction to the respondent company to give details regarding the deductions made from the wages payable under section 17B of the Industrial Disputes Act. These details are being furnished to the applicant from month to month alongwith the 17B wages, according to Mr.Naik, learned Counsel for the Petitioner.

3. In this view of the matter, Civil Application is disposed of.

4. Certified copy expedited.